

	Grant Agreement of the City of Chicago ("City")	Title of the Program: Classics in the Park
Contract (P.O.) Number:	Specification Number: N/A	Vendor Number:
Name and address of Grantee ("Park District"): Chicago Park District 541 North Fairbanks Chicago, IL 60611 Attn: Michael P. Kelly	City Department ("Department") and Address: Department of Cultural Affairs and Special Events 78 East Washington Street Suite 420 Chicago, IL 60602	Term of Agreement: 1 year Start Date/ Date of Agreement: January 1, 2013 End Date: December 31, 2013
Compensation: \$200,000		

Fund Numbers and amounts: 0355, \$200,000

Special Conditions: the above grant is subject to the Special Conditions or limitations as are set forth in the attached page(s)

Brief Description of Program (the "Program"):

The Chicago Park District will partner with the Department of Cultural Affairs and Special Events to implement the Classics in the Parks Program. The Classics in the Parks program will provide a new series of theater and dance in communities as part of the Night out in the Parks programming

SPECIAL CONDITIONS

You acknowledge and agree:

- 1) The City Council of the City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has appropriated funds to be used for the Program. Pursuant to Section 2-28-030(f) of the Municipal Code of Chicago, the Commissioner of the Department is authorized to award grants to cultural organizations and to individual artists.
- 2) The City desires to enter into this Agreement with you to provide services under the Program. You represent that you have the institutional, managerial, professional and financial capability to provide services in connection with the Program to the full satisfaction of the City and that you are ready, willing and able to enter into this Agreement.
- 3) This Agreement will take effect as of the Start Date and continue through the End Date or until the Services are completed or until this Agreement is terminated, whichever occurs first (the "Term"). All Services must be performed within the Term and as more specifically required

under this Agreement. "Agreement" means this Grant Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

4) Any payments under this Agreement will be made from Fund Numbers identified above and are subject to the annual appropriation and availability of funds. The "Compensation" is the maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount. The Compensation is reflected in the budget included in the Program application attached as Exhibit A and incorporated by reference.

5) If the City has funds available, and those funds are appropriated for the services/programs covered by this Agreement, then the City, in its sole discretion, may increase the amount of Compensation by written notification from the Commissioner of the Department or other legally designated official, as applicable ("Commissioner") to you and subject to the satisfactory submission of a revised Budget by you and approval by the City in a manner authorized by applicable law. You must submit a revised Budget to the Department, for approval by the Department, reflecting such additional funds, the cumulative Compensation and the revised fund number. Once approved by the Department, the revised Budget will supersede the Budget, attached as Exhibit A. In the event that the City pays you the total amount of Compensation for the Services without providing written notification of an increase in the amount of Compensation, no further payments shall be made under this Agreement unless and until (a) the City has provided written notification of an increase in the amount of Compensation and (b) the City has approved a revised Budget submitted by you.

6) You must comply with all the Terms and Conditions of this Agreement including those found on Exhibit C and D. You agree to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Exhibit A Program Application: Budget and Scope of Services

Exhibit B Economic Disclosure Statement and Affidavit (Certificate of Filing)

The signature page to this Agreement follows Exhibit B.

Exhibit C Terms and Conditions

Exhibit D HIPAA Requirements

7) (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with You, either as an employee or as a subcontractor, and from directing You to hire an individual as an employee or as a subcontractor. Accordingly, You must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by You under this Agreement are employees or subcontractors of You, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by You.

- (c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- (d) In the event of any communication to You by a City employee or City official in violation of Section 7(b) above, or advocating a violation of Section 7(c) above, You will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.
- 8) (a) You acknowledge that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 *et. seq.*, as amended ("FOIA"). FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If You receive a request from the City to produce records within the scope of FOIA, then You covenant to comply with such request within 48 hours of the date of such request. Failure by You to timely comply with such request will be a breach of this Agreement.
- (b) Documents that You submit to the City pursuant hereto during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by You to be treated as a trade secret or information that would cause competitive harm, FOIA requires that You mark any such documents as "proprietary, privileged or confidential." If You mark a document as "proprietary, privileged and confidential", then the Department will evaluate whether such document may be withheld under FOIA. The Department, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.
- (c) You acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 *et. seq.*, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, You covenant to use your best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

EXHIBIT A

PROGRAM APPLICATION: BUDGET AND SCOPE OF SERVICES

Organization: Chicago Park District
Project Name: Classics in the Parks
Grant (Amount): \$200,000

Recognition Text: City of Chicago Department of Cultural Affairs and Special Events
Project Details (Scope): Alignment with DCASE and Chicago Cultural Plan

The Chicago Department of Cultural Affairs and Special Events (DCASE) is fully committed to continuing our relationship with Chicago Park District to produce Classics in the Parks.

\$200,000 is budgeted in DCASE to provide a new series of theater and dance in communities as part of the Night out in the Parks programming. Specifically, DCASE will look to CPD to recruit theaters and dance companies for the series, coordinate the individual bookings and contracts and directly pay the artist and coordination fees. The Park District will coordinate logistics including park space reservations/coordination, sound technicians and sound equipment. The Park District and Department of Cultural Affairs and Special Events will both market the events via brochures, newspaper ads, and websites.

The 2013 season of Classics in the Parks is featured below.

Signature page to Grant Agreement

Name of Grantee: Chicago Park District	Contract (P.O.) Number:
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Signed at Chicago, Illinois:

City Approval	Grantee Acceptance
Typed Name and Title of Approving City Official:	Typed Name and Title of Authorized Grantee Official (executive director or corp. president):
Michelle T. Boone, Commissioner Department of Cultural Affairs and Special Events	Mike Kelly, Superintendent Chicago Park District
Signature of Approving City Official:	Signature of Approving Grantee Official:
<i>Michelle T. Boone</i>	<i>Michael P. Kelly Jr.</i>
Date of Signature: <i>1/2/14</i>	Date of Signature: <i>12/30/13</i>

Notarization of signature of Grantee Official:

State of Illinois
County of Cook

This instrument was acknowledged before me on December 30, 2013 (date) by
Michael P. Kelly (name/s of person/s) as Superintendent and
(type of authority, e.g., officer, trustee, etc.) of The Chicago Park District
Chief Executive Officer (name of party on behalf of whom instrument was executed).

Signature of Notary Public

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SEAL:

